

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UTICA MUTUAL INSURANCE  
COMPANY,

Plaintiff,

v.

LIFEQUOTES OF AMERICA, INC.,  
and JERRY COOPER, INC., d/b/a  
COLOR ONE PHOTOLAB,

Defendants.

NO. 2:06-CV-00228-EFS

STIPULATED PROTECTIVE ORDER

The parties to this action and their respective counsel hereby stipulate to entry of this Protective Order regarding the use and confidentiality of designated documents, testimony, information and material produced in this litigation.

To expedite the flow of discovery, facilitate the prompt resolution of disputes over confidentiality, protect adequately material entitled to be kept confidential, and

STIPULATED PROTECTIVE ORDER - 1

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**EKLUND ROCKEY STRATTON, P.S.**

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1 ensure that protection is afforded only to material so entitled, it is, pursuant to the  
2 Court's authority under FRCP 26(c), and with the consent of the parties to this  
3 litigation, ORDERED:

4 1. Designation of CONFIDENTIAL Information

5 The parties to this litigation designate the following documents to be  
6 CONFIDENTIAL and thus subject to the provisions of this Order:

7 (a) The Claims Technical Manual of Utica Mutual Insurance Company or  
8 any affiliated company.

9 (b) Any internal directives or memoranda of Utica Mutual Insurance  
10 Company or any affiliated company concerning the handling, processing,  
11 acceptance, denial, payment, evaluation, or disposition of insurance  
12 claims, insurance policies, or applications for insurance policies, other  
13 than the contents of the claim file for the claim of Lifequotes under policy  
14 number 3630862 EO.

15 (c) The E&O Underwriting Training Manual of Utica Mutual Insurance  
16 Company or any affiliated company.

17 (d) Any other testimony, discovery response or document subsequently  
18 designated as CONFIDENTIAL by mutual agreement of the parties, by further order  
19 of the Court, or as allowed elsewhere in this agreement.

1 All or any portion of any documents, transcripts, writings or recordings of any  
2 sort which substantially quote or paraphrase information regarding the  
3 CONFIDENTIAL document, testimony, information or material shall also be deemed  
4 CONFIDENTIAL and shall be subject to the terms and conditions of this Protective  
5 Order.

6 2. Production of CONFIDENTIAL Information

7 (a) Documents designated as CONFIDENTIAL in paragraph 1 above  
8 may be produced with the word "CONFIDENTIAL" on the face of the writing.  
9 Alternatively, a party may designate such documents as CONFIDENTIAL by  
10 identifying such document(s) by Bates number and designating it/them as  
11 CONFIDENTIAL in a cover letter addressed to the opposing party's(ies') counsel and  
12 accompanying the production of such document(s).

13 (b) To the extent testimony involves documents designated as  
14 CONFIDENTIAL in paragraph 1 above, a party may designate the testimony or any  
15 portion of the testimony as CONFIDENTIAL by advising the reporter, counsel, and (if  
16 the testimony is in open court) the Court, of such designation during the course of the  
17 testimony or at any time thereafter.

18 (c) Whenever any writing, testimony, information or material  
19 containing or referring to CONFIDENTIAL information is used or submitted to the  
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1 Court in conjunction with any filing or proceeding in this litigation, it shall be so  
2 marked and shall be filed separately under seal with the Court. Where possible, only  
3 CONFIDENTIAL portions of filings with the Court shall be filed under seal.

4 (d) To the extent specific responses to information requests, including  
5 request for production responses and interrogatory answers, concern any writing  
6 designated as CONFIDENTIAL in paragraph 1 above, a party may designate the  
7 responses CONFIDENTIAL by labeling each specific response "CONFIDENTIAL."

8 3. Access to CONFIDENTIAL Information

9 Except upon prior written consent of the party asserting CONFIDENTIAL  
10 treatment or upon further order of this Court, documents, testimony, information or  
11 material designated as CONFIDENTIAL shall be held in strict confidence, shall be  
12 used solely for the purposes of prosecution or defense of this litigation, and shall not  
13 be published or disseminated to any other person or used for any other purpose.  
14 Access to CONFIDENTIAL documents, testimony, information or material shall be  
15 limited to:

16 (a) the Court, including any Court personnel assisting the Court,  
17 stenographers or other persons involved in taking or transcribing court or deposition  
18 testimony in this action, and members of the jury;

19 (b) plaintiff, defendants and their counsel of record and paralegal,  
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1 clerical and secretarial employees of counsel of record;

2 (c) mediators, consultants, experts or litigation support services,  
3 including outside copying services, retained by a party for the purpose of assisting that  
4 party in this action. The party producing the CONFIDENTIAL information to such  
5 person shall be responsible for ensuring the person's compliance with this Order;

6 (d) any other person subsequently designated by mutual agreement of  
7 the parties or by further order of the Court.

8 4. Inadvertent or Late Disclosure

9 If any party inadvertently produces or initially discloses any CONFIDENTIAL  
10 information without first designating it as provided in paragraph 2(a), that party may  
11 give notice to the receiving party that the information should be treated in accordance  
12 with the terms of this Order, and, if applicable, shall forward appropriately marked  
13 copies of the items in question. Within five (5) days of the receipt of marked,  
14 substitute copies, and upon request, the receiving party shall return the previously  
15 unmarked items and all copies thereof. The inadvertent disclosure shall not be deemed  
16 a waiver of confidentiality.

17 5. Copy and Storage of CONFIDENTIAL Information and Material

18 No party shall, for itself or for any person or persons acting on its behalf, make  
19 more copies of any CONFIDENTIAL information or material than are reasonably  
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1 necessary to conduct this litigation. Except as otherwise provided for in this Order, all  
2 CONFIDENTIAL information and material shall remain in possession of counsel for  
3 the respective parties or the parties themselves, and shall be stored in a secure place.

4 6. Procedures upon Termination of Action

5 Within thirty (30) business days following any final settlement or the running of  
6 any applicable time to appeal the final order entered in this litigation, all parties shall  
7 either (i) return to the person who produced such materials all copies of all  
8 CONFIDENTIAL information or (ii) certify to that person that all such materials have  
9 been destroyed. Provided, that counsel for any defendant may retain in its files one  
10 copy of each pleading, brief or other document filed with the Court.

11 7. Efforts by Non-Parties to Obtain CONFIDENTIAL Information

12 If any party has obtained CONFIDENTIAL information under the terms of this  
13 Order and receives a subpoena or other compulsory process commanding the  
14 production of such CONFIDENTIAL information, such party shall promptly notify  
15 counsel for the party that designated the information to be CONFIDENTIAL. The  
16 subpoenaed party shall not produce any CONFIDENTIAL information in response to  
17 the subpoena without the prior written consent of the producing party or non-party  
18 unless in response to an order of a court of competent jurisdiction. The parties will not  
19 object to the producing party or non-party having a reasonable opportunity to appear in  
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1 the litigation or process commanding disclosure of such CONFIDENTIAL information  
 2 for the sole purpose of seeking to prevent or restrict disclosure thereof.

3 8. Effect of Order

4 This Order is intended to limit the use of information otherwise discoverable,  
 5 not to expand or restrict the scope of discovery. Designation of a document as  
 6 CONFIDENTIAL, whether in this Order or elsewhere, shall not be treated as an  
 7 admission or stipulation that the document is otherwise discoverable.

8 9. Continuing Jurisdiction

9 All provisions of this Protective Order shall continue to be binding after the  
 10 conclusion of this action unless subsequently modified by agreement between the  
 11 parties or order of this Court and the Court shall retain jurisdiction of this matter for  
 12 the purpose of enforcing this Protective Order.

13 DATED this 8th day of January, 2007.

14 EKLUND ROCKEY STRATTON

KELLER ROHRBACK L.L.P.

15  
 16 /s/ James T. Derrig  
 Thomas C. Stratton, WSBA 14545  
 17 James T. Derrig, WSBA 13471  
 Attorneys for Plaintiff

/s/ Frederick W. Schoepflin  
 Mark A. Griffin, WSBA 16296  
 Frederick W. Schoepflin, WSBA 19060  
 Attorneys for Defendant Cooper

**ORDER**

It is so ORDERED.

DATED this 5th day of February, 2007.

s/ Edward F. Shea

Edward F. Shea  
United States District Judge

Presented by:

EKLUND ROCKEY STRATTON

/s/ James T. Derrig

James T. Derrig, WSBA 13471  
Attorneys for Plaintiff

Approved as to form and content;  
notice of presentation waived:

KELLER ROHRBACK L.L.P.

/s/ Frederick W. Schoepflin

Mark A. Griffin, WSBA 16296  
Frederick W. Schoepflin, WSBA 19060  
Attorneys for Defendant Cooper